

---

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13G

UNDER THE SECURITIES EXCHANGE ACT OF 1934

**Silvaco Group, Inc.**

---

(Name of Issuer)

**Common Stock, par value \$0.0001 per share**

---

(Title of Class of Securities)

**82728C102**

---

(CUSIP Number)

**09/30/2024**

---

(Date of Event Which Requires Filing of this Statement)

Check the appropriate box to designate the rule pursuant to which this Schedule is filed:

- Rule 13d-1(b)  
 Rule 13d-1(c)  
 Rule 13d-1(d)

---

SCHEDULE 13G

**CUSIP No.** 82728C102

Names of Reporting Persons

1

Katherine S. Ngai-Pesic

Check the appropriate box if a member of a Group (see instructions)

2

(a)

(b)

3

Sec Use Only

Citizenship or Place of Organization

4

UNITED STATES

Number of  
Shares

5 Sole Voting Power

Beneficially 10,486,105.00  
Owned by Shared Voting Power  
Each 6  
Reporting 0.00  
Person  
With: Sole Dispositive Power  
7  
10,486,105.00  
Shared Dispositive  
8 Power  
0.00

Aggregate Amount Beneficially Owned by Each Reporting Person

9 10,486,105.00  
Check box if the aggregate amount in row (9) excludes certain shares (See Instructions)

10   
Percent of class represented by amount in row (9)

11 39.9 %

12 Type of Reporting Person (See Instructions)

IN

**Comment for Type of Reporting Person:** (1) As of September 30, 2024, consists of 10,486,105 shares of common stock, par value \$0.0001 per share ("Common Stock"), of Silvaco Group, Inc. (the "Issuer") held of record by Katherine S. Ngai-Pesic. (2) Based on 26,294,217 shares of Common Stock outstanding as of September 30, 2024, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 12, 2024.

SCHEDULE 13G

CUSIP No. 82728C102

Names of Reporting Persons

1 Iliya Pesic  
Check the appropriate box if a member of a Group (see instructions)

2  (a)  
 (b)

3 Sec Use Only  
Citizenship or Place of Organization

4 UNITED STATES

Sole Voting Power  
5

5,758,649.00  
Shared Voting Power  
6

Number of 0.00  
Shares Beneficially  
Owned by Sole Dispositive Power  
Each Reporting  
Person 7

5,758,649.00  
With: Shared Dispositive  
8 Power  
0.00

Aggregate Amount Beneficially Owned by Each Reporting Person

9 5,758,649.00

10 Check box if the aggregate amount in row (9) excludes certain shares (See Instructions)

Percent of class represented by amount in row (9)

11

21.9 %

Type of Reporting Person (See Instructions)

12

IN

**Comment for Type of Reporting Person:** (1) As of September 30, 2024, consists of (i) 5,755,367 shares of Common Stock of the Issuer held of record by Iliya Pesic and (ii) 3,282 shares of Common Stock of the Issuer issuable to Iliya Pesic within 60 days after September 30, 2024 upon vesting and settlement of restricted stock units granted to him by the Issuer. Amount excludes 5,000 shares of Common Stock of the Issuer issued to Iliya Pesic on December 1, 2024. (2) Based on 26,294,217 shares of Common Stock outstanding as of September 30, 2024, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 12, 2024.

## SCHEDULE 13G

**CUSIP No.** 82728C102

Names of Reporting Persons

1

Yelena Pesic

Check the appropriate box if a member of a Group (see instructions)

2

(a)

(b)

3

Sec Use Only

Citizenship or Place of Organization

4

UNITED STATES

Sole Voting Power

5

3,923,836.00

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person  
With:

Shared Voting Power

6

0.00

Sole Dispositive Power

7

3,923,836.00

Shared Dispositive

8

Power

0.00

Aggregate Amount Beneficially Owned by Each Reporting Person

9

3,923,836.00

Check box if the aggregate amount in row (9) excludes certain shares (See Instructions)

10

Percent of class represented by amount in row (9)

11

14.9 %

Type of Reporting Person (See Instructions)

12

IN

**Comment for Type of Reporting Person:** (1) As of September 30, 2024, consists of 3,923,836 shares of Common Stock of the Issuer held of record by Yelena Pesic. (2) Based on 26,294,217 shares of Common Stock outstanding as of September 30, 2024,

## SCHEDULE 13G

### Item 1.

Name of issuer:

- (a) Silvaco Group, Inc.

Address of issuer's principal executive offices:

- (b) 4701 Patrick Henry Drive, Building #23, Santa Clara, CA, 95054

### Item 2.

Name of person filing:

- (a) This Statement is filed on behalf of Katherine S. Ngai-Pesi, Iliya Pesic and Yelena Pesic (each a "Reporting Person" and collectively, the "Reporting Persons").

Address or principal business office or, if none, residence:

- (b) The address of the principal business office of the Reporting Persons is: c/o Silvaco Group, Inc. 4701 Patrick Henry Drive, Building #23 Santa Clara, California 95054

Citizenship:

- (c) Each of the Reporting Persons is a US citizen.

Title of class of securities:

- (d) Common Stock, par value \$0.0001 per share

CUSIP No.:

- (e) 82728C102

### Item 3. If this statement is filed pursuant to §§ 240.13d-1(b) or 240.13d-2(b) or (c), check whether the person filing is a:

- (a)  Broker or dealer registered under section 15 of the Act (15 U.S.C. 78o);
- (b)  Bank as defined in section 3(a)(6) of the Act (15 U.S.C. 78c);
- (c)  Insurance company as defined in section 3(a)(19) of the Act (15 U.S.C. 78c);
- (d)  Investment company registered under section 8 of the Investment Company Act of 1940 (15 U.S.C. 80a-8);
- (e)  An investment adviser in accordance with § 240.13d-1(b)(1)(ii)(E);
- (f)  An employee benefit plan or endowment fund in accordance with § 240.13d-1(b)(1)(ii)(F);
- (g)  A parent holding company or control person in accordance with § 240.13d-1(b)(1)(ii)(G);
- (h)  A savings associations as defined in Section 3(b) of the Federal Deposit Insurance Act (12 U.S.C. 1813);
- (i)  A church plan that is excluded from the definition of an investment company under section 3(c)(14) of the Investment Company Act of 1940 (15 U.S.C. 80a-3);
- (j)  A non-U.S. institution in accordance with § 240.13d-1(b)(1)(ii)(J). If filing as a non-U.S. institution in accordance with § 240.13d-1(b)(1)(ii)(J), please specify the type of institution:
- (k)  Group, in accordance with Rule 240.13d-1(b)(1)(ii)(K).

### Item 4. Ownership

- (a) Amount beneficially owned:

The information required by Items 4(a)-(c) is set forth in Rows 5-11 of the cover page hereto for each Reporting Person and is incorporated herein by reference for each such Reporting Person. In connection with the Issuer's initial public offering (the "IPO"), the Reporting Persons entered into a stockholders agreement with the Issuer, which became effective prior to the completion of the IPO (the "Stockholders Agreement"). Pursuant to the Stockholders Agreement (i) at any time the Reporting Persons together beneficially own in the aggregate fifty percent or more of our issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination four director nominees (any director designated by the Reporting Persons, a "Designated Director"); (ii) at any time the Reporting Persons beneficially own in the aggregate less than fifty percent but at least forty percent or more of all issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination three director nominees; (iii) at any time the Reporting Persons beneficially own in the aggregate less than forty percent but at least twenty percent or more of all issued and outstanding shares of Common Stock, the

Reporting Persons shall be entitled to designate for nomination two director nominees; and (iv) at any time the Reporting Persons beneficially own in the aggregate less than twenty percent but at least ten percent or more of all issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination one director nominee. Further, the Stock-holders Agreement provides that the Reporting Persons will vote, or cause to be voted, all out-standing shares of Common Stock beneficially owned by them at any annual or special meeting of stockholders of the Issuer at which directors of the Issuer are to be elected or removed, or in ac-tions by written consent or otherwise so as to effectuate the provisions of the Stockholders Agreement, to take all necessary action in their capacity as stockholders of the Issuer to cause the election or removal of a Designated Director as a director. All of the shares identified in this Schedule 13G are subject to the Stockholders Agreement and the obligations and rights thereunder. The Reporting Persons acknowledge and agree that they are acting as a "group" within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based in part on information provided by the Issuer, as of No- vember 12, 2024, such a "group" would be deemed to beneficially own an aggregate of 20,168,590 shares of Common Stock, or 76.7% of the total number of shares outstanding as of September 30, 2024. Except as set forth in this Schedule 13G, each Reporting Person has neither voting nor investment power over the securities beneficially owned by other parties to the Stockholders Agreement and disclaims beneficial ownership of such securities.

Percent of class:

The information required by Items 4(a)-(c) is set forth in Rows 5-11 of the cover page hereto for each Reporting Person and is incorporated herein by reference for each such Reporting Person. In connection with the Issuer's initial public offering (the "IPO"), the Reporting Persons entered into a stockholders agreement with the Issuer, which became effective prior to the completion of the IPO (the "Stockholders Agreement"). Pursuant to the Stockholders Agreement (i) at any time the Reporting Persons together beneficially owns in the aggregate fifty percent or more of our issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to design-ate for nomination four director nominees (any director designated by the Reporting Persons, a "Designated Director"); (ii) at any time the Reporting Persons beneficially own in the aggregate less than fifty percent but at least forty percent or more of all issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination three director nominees; (iii) at any time the Reporting Persons beneficially own in the aggregate less than forty percent but at least twenty percent or more of all issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination two director nominees; and (iv) at any time the Reporting Persons beneficially own in the aggregate less than twenty percent but at least ten percent or more of all issued and outstanding shares of Common Stock, the Report-ing Persons shall be entitled to designate for nomination one director nominee. Further, the Stock-holders Agreement provides that the Reporting Persons will vote, or cause to be voted, all out-standing shares of Common Stock beneficially owned by them at any annual or special meeting of stockholders of the Issuer at which directors of the Issuer are to be elected or removed, or in ac-tions by written consent or otherwise so as to effectuate the provisions of the Stockholders Agreement, to take all necessary action in their capacity as stockholders of the Issuer to cause the election or removal of a Designated Director as a director. All of the shares identified in this Schedule 13G are subject to the Stockholders Agreement and the obligations and rights thereunder. The Reporting Persons acknowledge and agree that they are acting as a "group" within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based in part on information provided by the Issuer, as of No- vember 12, 2024, such a "group" would be deemed to beneficially own an aggregate of 20,168,590 shares of Common Stock, or 76.7% of the total number of shares outstanding as of September 30, 2024. Except as set forth in this Schedule 13G, each Reporting Person has neither voting nor investment power over the securities beneficially owned by other parties to the Stockholders Agreement and disclaims beneficial ownership of such securities. %

(b)

Number of shares as to which the person has:

(c)

(i) Sole power to vote or to direct the vote:

The information required by Items 4(a)-(c) is set forth in Rows 5-11 of the cover page hereto for each Reporting Person and is incorporated herein by reference for each such Reporting Person. In connection with the Issuer's initial public offering (the "IPO"), the Reporting Persons entered into a stockholders agreement with the Issuer, which became effective prior to the completion of the IPO (the "Stockholders Agreement"). Pursuant to the Stockholders Agreement (i) at any time the Reporting Persons together beneficially owns in the aggregate fifty percent or more of our issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to design-ate for nomination four director nominees (any director designated by the Reporting Persons, a "Designated Director"); (ii) at any time the Reporting Persons beneficially own in the aggregate less than fifty percent but at least forty percent or more of all issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination three director nominees; (iii) at any time the Reporting Persons beneficially own in the aggregate less than forty percent but at least twenty percent or more of all issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination two director nominees; and (iv) at any time the Reporting Persons beneficially own in the aggregate less than twenty percent but at least ten percent or more of all issued and outstanding shares of Common Stock, the Report-ing Persons shall be entitled to designate for nomination one director nominee. Further, the Stock-holders Agreement provides that the Reporting Persons will vote, or cause to be voted, all out-standing shares of Common Stock beneficially owned by them at any annual or special meeting of stockholders of the Issuer at which directors of the Issuer are to be elected or removed, or in ac-tions by written consent or otherwise so as to effectuate the provisions of the Stockholders Agreement, to take all necessary action in their capacity as stockholders of the Issuer to cause the election or removal of a Designated Director as a director. All

of the shares identified in this Schedule 13G are subject to the Stockholders Agreement and the obligations and rights thereunder. The Reporting Persons acknowledge and agree that they are acting as a "group" within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based in part on information provided by the Issuer, as of November 12, 2024, such a "group" would be deemed to beneficially own an aggregate of 20,168,590 shares of Common Stock, or 76.7% of the total number of shares outstanding as of September 30, 2024. Except as set forth in this Schedule 13G, each Reporting Person has neither voting nor investment power over the securities beneficially owned by other parties to the Stockholders Agreement and disclaims beneficial ownership of such securities.

(ii) Shared power to vote or to direct the vote:

The information required by Items 4(a)-(c) is set forth in Rows 5-11 of the cover page hereto for each Reporting Person and is incorporated herein by reference for each such Reporting Person. In connection with the Issuer's initial public offering (the "IPO"), the Reporting Persons entered into a stockholders agreement with the Issuer, which became effective prior to the completion of the IPO (the "Stockholders Agreement"). Pursuant to the Stockholders Agreement (i) at any time the Reporting Persons together beneficially own in the aggregate fifty percent or more of our issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination four director nominees (any director designated by the Reporting Persons, a "Designated Director"); (ii) at any time the Reporting Persons beneficially own in the aggregate less than fifty percent but at least forty percent or more of all issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination three director nominees; (iii) at any time the Reporting Persons beneficially own in the aggregate less than forty percent but at least twenty percent or more of all issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination two director nominees; and (iv) at any time the Reporting Persons beneficially own in the aggregate less than twenty percent but at least ten percent or more of all issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination one director nominee. Further, the Stockholders Agreement provides that the Reporting Persons will vote, or cause to be voted, all outstanding shares of Common Stock beneficially owned by them at any annual or special meeting of stockholders of the Issuer at which directors of the Issuer are to be elected or removed, or in actions by written consent or otherwise so as to effectuate the provisions of the Stockholders Agreement, to take all necessary action in their capacity as stockholders of the Issuer to cause the election or removal of a Designated Director as a director. All of the shares identified in this Schedule 13G are subject to the Stockholders Agreement and the obligations and rights thereunder. The Reporting Persons acknowledge and agree that they are acting as a "group" within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based in part on information provided by the Issuer, as of November 12, 2024, such a "group" would be deemed to beneficially own an aggregate of 20,168,590 shares of Common Stock, or 76.7% of the total number of shares outstanding as of September 30, 2024. Except as set forth in this Schedule 13G, each Reporting Person has neither voting nor investment power over the securities beneficially owned by other parties to the Stockholders Agreement and disclaims beneficial ownership of such securities.

(iii) Sole power to dispose or to direct the disposition of:

The information required by Items 4(a)-(c) is set forth in Rows 5-11 of the cover page hereto for each Reporting Person and is incorporated herein by reference for each such Reporting Person. In connection with the Issuer's initial public offering (the "IPO"), the Reporting Persons entered into a stockholders agreement with the Issuer, which became effective prior to the completion of the IPO (the "Stockholders Agreement"). Pursuant to the Stockholders Agreement (i) at any time the Reporting Persons together beneficially own in the aggregate fifty percent or more of our issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination four director nominees (any director designated by the Reporting Persons, a "Designated Director"); (ii) at any time the Reporting Persons beneficially own in the aggregate less than fifty percent but at least forty percent or more of all issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination three director nominees; (iii) at any time the Reporting Persons beneficially own in the aggregate less than forty percent but at least twenty percent or more of all issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination two director nominees; and (iv) at any time the Reporting Persons beneficially own in the aggregate less than twenty percent but at least ten percent or more of all issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination one director nominee. Further, the Stockholders Agreement provides that the Reporting Persons will vote, or cause to be voted, all outstanding shares of Common Stock beneficially owned by them at any annual or special meeting of stockholders of the Issuer at which directors of the Issuer are to be elected or removed, or in actions by written consent or otherwise so as to effectuate the provisions of the Stockholders Agreement, to take all necessary action in their capacity as stockholders of the Issuer to cause the election or removal of a Designated Director as a director. All of the shares identified in this Schedule 13G are subject to the Stockholders Agreement and the obligations and rights thereunder. The Reporting Persons acknowledge and agree that they are acting as a "group" within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based in part on information provided by the Issuer, as of November 12, 2024, such a "group" would be deemed to beneficially own an aggregate of 20,168,590 shares of Common Stock, or 76.7% of the total number of shares outstanding as of September 30, 2024. Except as set forth in this Schedule 13G, each Reporting Person has neither voting nor in-

vestment power over the securities beneficially owned by other parties to the Stockholders Agreement and disclaims beneficial ownership of such securities.

(iv) Shared power to dispose or to direct the disposition of:

The information required by Items 4(a)-(c) is set forth in Rows 5-11 of the cover page hereto for each Reporting Person and is incorporated herein by reference for each such Reporting Person. In connection with the Issuer's initial public offering (the "IPO"), the Reporting Persons entered into a stockholders agreement with the Issuer, which became effective prior to the completion of the IPO (the "Stockholders Agreement"). Pursuant to the Stockholders Agreement (i) at any time the Reporting Persons together beneficially own in the aggregate fifty percent or more of our issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination four director nominees (any director designated by the Reporting Persons, a "Designated Director"); (ii) at any time the Reporting Persons beneficially own in the aggregate less than fifty percent but at least forty percent or more of all issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination three director nominees; (iii) at any time the Reporting Persons beneficially own in the aggregate less than forty percent but at least twenty percent or more of all issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination two director nominees; and (iv) at any time the Reporting Persons beneficially own in the aggregate less than twenty percent but at least ten percent or more of all issued and outstanding shares of Common Stock, the Reporting Persons shall be entitled to designate for nomination one director nominee. Further, the Stockholders Agreement provides that the Reporting Persons will vote, or cause to be voted, all outstanding shares of Common Stock beneficially owned by them at any annual or special meeting of stockholders of the Issuer at which directors of the Issuer are to be elected or removed, or in actions by written consent or otherwise so as to effectuate the provisions of the Stockholders Agreement, to take all necessary action in their capacity as stockholders of the Issuer to cause the election or removal of a Designated Director as a director. All of the shares identified in this Schedule 13G are subject to the Stockholders Agreement and the obligations and rights thereunder. The Reporting Persons acknowledge and agree that they are acting as a "group" within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based in part on information provided by the Issuer, as of November 12, 2024, such a "group" would be deemed to beneficially own an aggregate of 20,168,590 shares of Common Stock, or 76.7% of the total number of shares outstanding as of September 30, 2024. Except as set forth in this Schedule 13G, each Reporting Person has neither voting nor investment power over the securities beneficially owned by other parties to the Stockholders Agreement and disclaims beneficial ownership of such securities.

Item 5. Ownership of 5 Percent or Less of a Class.

Item 6. Ownership of more than 5 Percent on Behalf of Another Person.

If any other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, such securities, a statement to that effect should be included in response to this item and, if such interest relates to more than 5 percent of the class, such person should be identified. A listing of the shareholders of an investment company registered under the Investment Company Act of 1940 or the beneficiaries of employee benefit plan, pension fund or endowment fund is not required.

Not Applicable.

Item 7. Identification and Classification of the Subsidiary Which Acquired the Security Being Reported on by the Parent Holding Company or Control Person.

If a parent holding company has filed this schedule, pursuant to Rule 13d-1(b)(ii)(G), so indicate under Item 3(g) and attach an exhibit stating the identity and the Item 3 classification of the relevant subsidiary. If a parent holding company has filed this schedule pursuant to Rule 13d-1(c) or Rule 13d-1(d), attach an exhibit stating the identification of the relevant subsidiary.

Not Applicable.

Item 8. Identification and Classification of Members of the Group.

If a group has filed this schedule pursuant to §240.13d-1(b)(1)(ii)(K), so indicate under Item 3(k) and attach an exhibit stating the identity and Item 3 classification of each member of the group. If a group has filed this schedule pursuant to §240.13d-1(c) or §240.13d-1(d), attach an exhibit stating the identity of each member of the group.

The Reporting Persons are parties to the Stockholders Agreement, and accordingly the Reporting Persons are members of a "group," as defined in Rule 13d-5 of the Exchange Act. Each Reporting Person expressly disclaims beneficial ownership of any securities that may be beneficially owned by the other parties to the Stockholders Agreement.

Item 9. Notice of Dissolution of Group.

Notice of dissolution of a group may be furnished as an exhibit stating the date of the dissolution and that all further

filings with respect to transactions in the security reported on will be filed, if required, by members of the group, in their individual capacity. See Item 5.

Not Applicable.

Item 10. Certifications:

Not Applicable

#### SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Katherine S. Ngai-Pesic

Signature: /s/ Katherine S. Ngai-Pesic

Name/Title: Katherine S. Ngai-Pesic

Date: 02/13/2025

Iliya Pesic

Signature: /s/ Iliya Pesic

Name/Title: Iliya Pesic

Date: 02/13/2025

Yelena Pesic

Signature: /s/ Yelena Pesic

Name/Title: Yelena Pesic

Date: 02/13/2025

#### **Exhibit Information**

Joint Filing Agreement In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned agree to the joint filing on behalf of each of them of a statement on Schedule 13G (including amendments thereto) with respect to the common stock of Silvaco Group, Inc. and further agree that this agreement be included as an exhibit to such filing. Each party to the agreement expressly authorizes each other party to file on its behalf any and all amendments to such statement. Each party to this agreement agrees that this joint filing agreement may be signed in counterparts. In evidence whereof, the undersigned have caused this Agreement to be executed on their behalf this 13th day of February 2025. /s/ Katherine S. Ngai-Pesic /s/ Iliya Pesic /s/ Yelena Pesic